

Honorable Ronald B. Leighton

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

THOMAS ANDERSON and PATRICIA
ANDERSON,

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendants.

No. 3:15-cv-05159-RBL

**ORDER GRANTING STATE FARM
MUTUAL AUTOMOBILE INSURANCE
COMPANY'S MOTION FOR SUMMARY
JUDGMENT**

THIS MATTER came before the Court on defendant State Farm Mutual Automobile Insurance Company ("State Farm")'s Motion for Summary Judgment. The Court has reviewed and considered the following:

1. Defendant State Farm's Motion for Summary Judgment;
2. Declaration of Donna M. Chamberlin in Support of Defendant State Farm Mutual Automobile Insurance Company's Motion for Summary Judgment, with exhibits;
3. Response of Plaintiff Thomas Anderson, if any;
4. Response of Plaintiff Patricia Anderson, if any;
5. Reply of Defendant State Farm in Support of State Farm Mutual Automobile Insurance Company's Motion for Summary Judgment
6. All other pleadings and papers on file with the Court.

1 Having considered the foregoing, the Court makes the following Findings of Fact and
2 Conclusions of Law:

3 1. Plaintiffs' claims are duplicative of allegations, claims and issues that have
4 already been litigated by Plaintiffs against State Farm in prior court proceedings and Plaintiffs'
5 reiteration of the claims in this Court is not well founded in fact or law;
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7 2. The statutes of limitations for all claims asserted by Plaintiffs Thomas Anderson
8 and Patricia Anderson lapsed before the commencement of this lawsuit, including statutes of
9 limitations for breach of contract, claims asserted under Washington's Consumer Protection Act,
10 Washington's Insurance Fair Conduct Act ("IFCA"), and extra-contractual claims alleged in tort
11 and including all allegations alleging bad faith, as well as any residual claims sounding in tort
12 and bad faith;
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14 3. All claims alleged by Thomas Anderson and Patricia Anderson are barred by
15 Patricia Anderson's breach of the State Farm Policy's provisions, which Policy provisions
16 required Patricia Anderson's cooperation with State Farm in defending against liability claims
17 asserted by Thomas Anderson against Patricia Anderson and State Farm and which vested State
18 Farm with the sole authority to enter into settlements and payment obligations, and Patricia
19 Anderson's breach of the Policy's cooperation and settlement provisions apply to Thomas
20 Anderson as a party acting in privity with Plaintiff Patricia Anderson – and is a bar to all claims
21 asserted in this lawsuit;
22

23 4. Plaintiffs' claims are barred by the doctrine of res judicata which bars Thomas
24 Anderson's previously adjudicated claims in the Oregon State Court for Multnomah County and
25 other claims herein that could have been adjudicated in that prior action, and which bar applies
26 equally to Patricia Anderson as a party acting in privity with Thomas Anderson;
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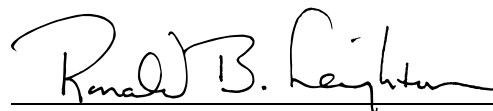
1 5. Plaintiffs' claims are barred by issue preclusion in that the courts in Oregon
2 previously determined that Thomas Anderson is not owed additional sums under State Farm's
3 Policy, State Farm did not commit any acts that were in breach of contract, bad faith, outrageous
4 or oppressive, and Plaintiffs violated their duties to cooperate with State Farm by acting
5 collusively and in violation of the Policy's terms; and
6

7 6. Plaintiffs cannot state IFCA claims because: (a) IFCA does not apply
8 retroactively to their claims and IFCA's non-retroactivity cannot be extended by repeated
9 reassertion of the Andersons' claims; and (b) Plaintiffs are asserting third-party claims which are
10 not cognizable under IFCA.

11 IT IS HEREBY ORDERED, that Defendant State Farm Mutual Automobile Insurance
12 Company's Motion for Summary Judgment IS GRANTED in its entirety.
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14 This Court will retain jurisdiction to hear a motion by State Farm barring further
15 litigation by Plaintiffs that arises from the same operative facts and for an award of costs.

16 DATED this 4th day of September, 2015.

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20 Ronald B. Leighton
21 United States District Judge
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1 Presented by:

2 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

3 /s/ - Donna M. Chamberlin

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